

AN ORDINANCE 2006-04-13-0473

AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT WITH PARENT/CHILD INCORPORATED PROVIDING UP TO \$323,326.00 IN ORDER FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO PROVIDE PHYSICAL EXAMINATIONS AND DENTAL EVALUATIONS FOR HEAD START CHILDREN FOR THE PERIOD FEBRUARY 1, 2006 THROUGH JANUARY 31, 2007; ADOPTING THE PROJECT BUDGET; AND APPROVING THE PERSONNEL COMPLEMENT.

* * * * *

WHEREAS, the City of San Antonio, through the San Antonio Metropolitan Health District (SAMHD), provides medical and dental screenings for children enrolled in the various programs of Parent/Child Incorporated (PCI); and

WHEREAS, these assessments are necessary to ensure that the children evaluated are channeled into an appropriate health care resource to resolve any health complications found in the assessment; and

WHEREAS, families utilizing the programs and services described above do not have the financial resources to obtain such health evaluation services through the private medical community; and

WHEREAS, the SAMHD has been providing physical examinations and dental evaluations on a fee-for-service basis for children enrolled in PCI programs since 1993; and

WHEREAS, in 2005, over 3,900 children received physical exams and over 11,000 dental evaluations were performed; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is authorized to execute a service contract with Parent/Child Incorporated providing up to \$323,326.00 in order for the San Antonio Metropolitan Health District to (PCI) provide physical examinations and dental evaluations for Head Start children for the period February 1, 2006 through January 31, 2007. A copy of said service contract is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. SAP Fund 26012000, Funds Center 3606230000, Internal Order 136000000315, has been designated for use in the accounting for the fiscal transactions of this project. The budget set out in Attachment II is approved and adopted for entry on the City books.

SECTION 3. Any revenues received from billing by the City to Medicaid, CHIP, or any other third party payor for covered services rendered to PCI enrollees or their parents will be deposited into Fund 26012000, Funds Center 3606230000, GL No. 4402175, Health Insurance Reimbursements-Medicaid Medical, and utilized for said project activities.

SECTION 4. Any revenues received from billing by the City to Medicaid or any other third party payor for covered dental services rendered to PCI enrollees or their parents will be deposited into Fund 26012000, Funds Center 3606230000, GL No. 4402162, Health Insurance Reimbursements-Medicaid Dental, and utilized for said project activities.

SECTION 5. Approval is given for the balance contained in Fund 26012000, Fund Center 3606230000, Cost Center 363606230002, Internal Order 136000000267, when ascertained, to be transferred to Fund 26012000, Fund Center 3606230000, Cost Center 3606230003, Internal Order 136000000315 entitled "2006-07 PCI Health Services".

SECTION 6. The thirteen (13) personnel positions set out in Attachment II are hereby authorized for the PCI Health Services Project 2006/2007.

SECTION 7. Payments in an aggregate amount not to exceed \$24,546.00 are authorized for contract dentists providing services under the PCI Health Services Project from Fund 26012000, Cost Center 3606230003, Internal Order 136000000315, GL No. 5201040, Fees to Professional Contractors-Dentists, on a fee-for-service basis.

SECTION 8. Payments in an aggregate amount not to exceed \$1,000.00 are authorized for contract physicians and nurse practitioners providing services under the PCI Health Services Project from Fund 26012000, Cost Center 3606230003, Internal Order 136000000315, GL No. 5201040, Fees to Professional Contractors, on a fee-for-service basis.

SECTION 9. Funds in the aggregate amount of \$45,850.00 are hereby encumbered in Fund No. 26012000, Cost Center 3606230003, Internal Order 136000000315, GL No. 5206010 entitled "Rental of Facilities" for the clinic (lease approved in a previous ordinance) located at 4020 Naco-Perrin Boulevard, to be made payable to WNLV, Ltd. for the period February 1, 2006 through September 30, 2006.

SECTION 10. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 11. This ordinance shall be effective on and after April 23, 2006.

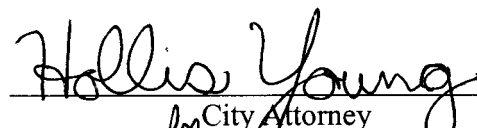
PASSED AND APPROVED this 13th day of April, 2006.



M A Y O R

PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney

Agenda Voting Results

Name: 8.

Date: 04/13/06

Time: 10:50:44 AM

Vote Type: Multiple selection

Description: An Ordinance authorizing the execution of a service contract with Parent/Child Incorporated providing up to \$323,326.00 in order for the San Antonio Metropolitan Health District to provide physical examinations and dental evaluations for Head Start children for the period February 1, 2006 through January 31, 2007; adopting the project budget; and approving the personnel complement. [Presented by Dr. Fernando A. Guerra, Director, Health; Frances A. Gonzalez, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5	Not present			
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

ATTACHMENT I

STATE OF TEXAS

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HEALTH SCREENING SERVICES AGREEMENT

COUNTY OF BEXAR

This AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") on behalf of the San Antonio Metropolitan Health District (SAMHD) acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2006, and Parent/Child Incorporated, (hereinafter referred to as "PCI"), acting by and through its designated representative, Daniel M. Gonzales, Interim Chief Executive Officer, both of which may be referred to collectively as "Parties" or singularly as "Party".

I. STATEMENT OF PURPOSE

- 1.1. PCI is a non-profit community agency formed to provide community day care services for residents of San Antonio and Bexar County. The Board of Directors of the corporation is composed of residents of the community, and the Chief Executive Officer is selected to administer the services and programs of PCI.
- 1.2. PCI provides services in connection with the Head Start Program, Early Head Start Program, and the Registered Family Day Homes Program.

Head Start and Early Head Start are federally-funded programs whereby PCI provides day care, education, child development, nutrition and social services, health and disability assessment and parent involvement, both on a full and part-time basis. These programs are designed to serve children ages 0 to 5 years whose parents' income meets Administration for Child, Youth and Families Guidelines.

- 1.3. The City, through the San Antonio Metropolitan Health District (SAMHD), will provide health screening for children enrolled in the various programs described above (referred to hereinafter as PCI enrollees). These screenings are required by federal guidelines for such day care and child development service programs. These assessments are necessary to ensure that the children evaluated are channeled into an appropriate health care resource to resolve any health complications found in the assessment. Families utilizing the programs and services described above do not have the financial resources to obtain such health evaluation services through the private medical community.

II. PERFORMANCE BY CITY

City agrees:

- 2.1. To conduct physical examinations on PCI enrollees who have the appropriate consent forms and other necessary paper work (see Section III); refer the enrollee to the appropriate health care system, if necessary; conduct tuberculosis skin tests on PCI volunteers, on a fee-for-service basis; and consult with PCI staff to develop policy.
- 2.2. To conduct physical examinations at the appropriate PCI center or SAMHD clinic facility as agreed upon by mutual consent. The type of service to be provided by SAMHD shall dictate at which location said services are to be administered.
- 2.3. To provide up to four (4) 6.5 hour clinic days per month, with no more than 80 examinations to be done on any 6.5 hour day for physical examination services required outside the initial start-up of the PCI school year through January 31, 2007. Physical examinations will be scheduled at least one month in advance and at mutually agreed times between the SAMHD and PCI.

- 2.4 To provide appropriate examinations, up to 6.5 hours per day, on Tuesday, Wednesday, Thursday and Friday, with no less than 37 and no more than 80 physical examinations to be done on any 6.5 hour day and with the day beginning at 9:00 a.m. for physical examination services required during the initial start up of the PCI school year.
- 2.5 To offer up to 5,800 allocated appointment times for physical examinations during the initial 90 day period of the PCI school year 2006-2007 in order to assure that PCI children meet physical examination requirements, and to provide vision and hearing screenings for those PCI centers not scheduled for physical examinations during the initial 45 days of the PCI school year to assure that PCI children meet vision and hearing screening requirements.
- 2.6 To provide each enrollee with two (2) dental health screening examinations as required by PCI: an initial dental health examination will be conducted within 90 days of the initial start up of the PCI school year and a 6 month repeat dental health examination completed during the designated school year.
- 2.7 As time and resources allow, to work with PCI to conduct a trial fluoride varnish program at designated PCI center(s) during the PCI 2006-2007 school year.
- 2.8 To provide dental treatment sessions at designated SAMHD dental clinics for PCI enrollees who are determined at dental health screenings to require a follow-up treatment plan. Morning sessions will start at 9:00 a.m. and afternoon sessions start at 1:00 p.m., respectively. A session will consist of a minimum of eight (8) enrollees per assigned dentist. Enrollee must have a signed consent form and health history from their parent or guardian to receive service (Attachment IV). For enrollees requiring more than one treatment session, SAMHD will coordinate with PCI to assure the enrollee is referred and enrolled in a dental medical home.
- 2.9 To provide PCI with a list of SAMHD clinic hours and locations indicating availability of immunization services. PCI will be responsible for assessing enrollee immunization records and for referring enrollee's parents to medical providers to obtain needed immunizations for their enrolled children. The SAMHD will assist PCI in training and technical support, as necessary, to PCI personnel.
- 2.10 To provide technical assistance to PCI in developing health, sanitation and infection control policies and directives.
- 2.11 For each enrollee examined, to complete PCI Child Health Record: Form 3, Screenings, Physical Examination/Assessments (Attachment II) and Form 5, Dental Health (Attachment III).
- 2.12 To provide written referral or written correspondence to the enrollee's parent explaining abnormal findings, when they are found. These forms will be given to PCI staff to be forwarded to parents.
- 2.13 To bill Medicaid, CHIP or other third party payors, and retain proceeds for use in providing services, for all health screening, physical and dental clinic visits done on children who are Medicaid or CHIP recipients, or who are covered by other third-party payors.
- 2.14 To comply with any and all other conditions, covenants, provisions and/or requirements contained herein requiring performance by City.
- 2.15 To participate in a United States Health and Human Services grant with PCI, and University of Texas Health Science Center at San Antonio School of Allied Health Sciences Department of Dental Hygiene, for the purposes of implementing a dental health program to improve the dental health of Head Start children. To comply with the grant objectives and activities SAMHD will:
 - Serve as lead agent and provide a Public Health Dental Hygienist.

- Be responsible for clinical guidance and forming community networks.
- Assess PCI's current curricula for dental health.
- Assist with assessment of Head Start enrollees' concept of dental health.
- Assist with assessment of Head Start parents' concept of dental health.
- Assist with assessment of Head Start teachers' concept of dental health.
- Assist with review current evidence-based curricula with UTHSCSA, PCI and others as needed.
- Assist in the development of curricula to be used, based on assessment, for parent messages and other media for dental health.
- Co-host a total of four (4) dental health fairs.
- Assist in assessment of barriers related to language, culture, family structure, transportation and other identified barriers and, engage Head Start and community providers to remove barriers.

III. PERFORMANCE BY PCI

PCI agrees:

- 3.1 To refer PCI enrollees to SAMHD to receive one or more of the services described in Section 3.5.
- 3.2 To transport PCI enrollees to the required designated location to receive the services herein described as required by SAMHD and to honor, in so far as possible, commitments to deliver promised number of patients at the prescribed times.
- 3.3. To conduct basic administrative functions regarding PCI enrollees including but not limited to providing PCI medical charts, name, Medicaid/CHIP number, home address, home telephone number, and parent's work number at least five (5) working days prior to scheduled exam and providing monthly reports on follow-up of referrals and allowing regular audits of medical charts as felt necessary by SAMHD to verify that follow-ups were performed.
- 3.4. To refer to the provider (Physician, Dentist, and/or Nurse Practitioner) for determination of the appropriate timeframe for follow-up as indicated in the referral information.
- 3.5. To obtain the required consent form(s) (including but not limited to consent for the general physical exam, dental checkup and care, and laboratory tests) from the parent or legal guardian of PCI enrollees, enabling SAMHD to administer the medical and dental services required, and to have these forms present at the time of the exam or treatment.
- 3.6. To obtain from PCI enrollee's parent or legal guardian pertinent medical history to be present at the time of exam or treatment, including record of any current medical conditions for which the child is being followed, and a record of any medications the child is currently taking prior to the time services are rendered by SAMHD.
- 3.7. To provide Medicaid, CHIP or other third-party insurance information on PCI enrollees to the SAMHD, and to make every effort to encourage enrollment of potentially eligible children to third party funding program. For children who are not enrolled in Medicaid, CHIP, or other third party insurance, provide social security number for identification purposes.
- 3.8. To certify that all costs herein provided for reimbursement to City are allowable costs under the grant guidelines under which PCI operates.
- 3.9. To pay for services rendered by City, on a monthly basis, in accordance with the provisions contained in Section VI.

- 3.10 To designate a staff member of PCI to coordinate appointments with SAMHD staff. PCI will notify SAMHD staff at least 24 hours in advance of any cancellations or changes in scheduling.
- 3.11 To comply with all conditions, covenants, provisions and requirements contained herein requiring performance by PCI.
- 3.12 To provide adequate staff, as outlined by the Texas Department of Family and Protective Services (TDFPS) guidelines for adult to child ratio for field trips, to supervise children while they are in the SAMHD clinic waiting room, and to provide one PCI staff person per screening station to supervise children in the station during the exams and/or dental clinic visits. For the safety of the children, the clinic will stop services until adequate supervision is provided.
- 3.13 PCI will provide PCI staff assistance and supplies for dental screenings at PCI facilities.

IV. TERM

- 4.1 This contract shall commence on February 1, 2006, and shall terminate January 31, 2007 unless extension or earlier termination shall occur pursuant to the terms of this contract.

V. LOCATION

- 5.1 Services to be provided under this agreement will be provided at the appropriate PCI Head Start Center or SAMHD Clinic Facility as agreed upon by mutual consent of the Parties. The type of services to be provided by SAMHD shall dictate at which location said services are to be administered.
- 5.2 In the event a PCI enrollee needs to be transported to a specific location to receive a certain service, PCI shall arrange for said transportation.
- 5.3 To ensure an environment that is conducive to providing health screenings for all PCI enrollees at PCI sites, PCI shall provide the following: 1 horizontal beam scale, as specified by the U. S. Department of Health and Human Services; 2 exam tables; 2 rooms that will provide privacy for performing unclothed physical exams, 1 room with a sink for performing lab procedures and 1 room for Vision and Hearing Screening which meets Texas Department of Health (TDH) standards for a vision and hearing screening environment. In the event the scale or exam tables need to be transported to a specific PCI location, PCI shall arrange for said transportation before the examinations are scheduled.

VI. BILLING

- 6.1 PCI shall pay City thirty-seven dollars (\$37.00) per physical examination performed on each PCI enrollee.
- 6.2 PCI shall pay City two dollars (\$2.00) per dental screening and twenty dollars (\$20.00) per dental clinic visit performed on each PCI enrollee.
- 6.3 PCI shall pay City ten dollars (\$10.00) per TB Skin Test performed on each PCI volunteer.
- 6.4 City will bill PCI on a monthly basis for services provided.
- 6.5 City will bill Medicaid, CHIP or other third party payors and retain proceeds for use in providing services for all health screening, physical and dental services performed on children who are Medicaid recipients, CHIP recipients, or who are covered by other third party payors. The City will not bill PCI the thirty-seven dollar (\$37.00) physical exam fee and the twenty dollar (\$20.00) dental clinic visit fee

for each PCI enrollee under this agreement for which the City is able to collect from a third party payor.

- 6.6 PCI shall remain liable for the payment of services rendered under this agreement until all such payments are made and received by City. PCI's liability is not reduced or diminished by any amount by a third party's failure to pay for services rendered hereunder.
- 6.7 In order to cover the direct cost of City staff committed to these services, PCI shall pay City sixty dollars (\$60.00) for every scheduled half-day clinic session that is cancelled with less than 24 hours notice.
- 6.8 City will invoice PCI for \$27,500.00 in quarterly payments of \$6,875.00, (April, July, October, January) for completing objectives and activities listed in 2.15.

VII. COMPLIANCE

- 7.1 City and PCI agree to comply with all federal and state laws regarding nondiscrimination in the execution of this agreement. In accordance therewith, City and PCI shall ensure that no person is denied benefits hereunder on the basis of race, color, national origin, religion, gender, age, handicap or political affiliation.

VIII. AMENDMENT

- 8.1 Amendments or modifications to this agreement may be initiated by either Party hereto provided a ten (10) day written notice is given to the other Party. No amendment, modification or alteration of the terms of this agreement shall be binding unless same be in writing, dated subsequent to the date hereof and duly executed and mutually agreed to by the Parties to this agreement.

IX. ASSIGNING INTEREST

- 9.1 Both Parties shall not transfer or assign any interest in this agreement without the prior written consent of the other Party and approval by the San Antonio City Council by means of an ordinance.

X. INDEMNITY

- 10.1 **PCI covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to PCI's activities under this Contract, including any acts or omissions of PCI, any agent, officer, director, representative, employee, consultant or subcontractor of PCI, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunity available to the City under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other**

person or entity. PCI shall promptly advise the City in writing of any claim or demand against the City or PCI known to PCI related to or arising out of PCI's activities under this Contract and shall see to the investigation and defense of such claim or demand at PCI's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving PCI of any of its obligations under this paragraph.

- 10.2 It is the EXPRESS INTENT of the Parties to this Contract, that the INDEMNITY provided for in this section, is an INDEMNITY extended by PCI to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. PCI further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

XI. RELATIONSHIP OF THE PARTIES

- 11.1 City and PCI mutually agree that PCI acts in the capacity as an independent contractor and that nothing contained herein shall be construed by either Party hereto or by any third party as creating the relationship of principal and agent, partners, joint venture or any other similar such relationship between the Parties hereto.
- 11.2 City and PCI understand and agree that neither Party to this agreement has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

XII. TERMINATION

- 12.1 City and PCI understand and mutually agree that this agreement may be terminated by either Party upon giving thirty (30) days written notice, by certified mail, to the other Party. Notice is said to be given when the written notice is received by the other Party.
- 12.2 Termination of this agreement for any cause shall be without prejudice to any obligations or liabilities of either Party accrued prior to such termination.

XIII. INSURANCE

- 13.1 PCI's financial integrity is of interest to the City, therefore, subject to PCI's right to maintain reasonable deductibles in such amounts as are approved by the City, PCI shall obtain and maintain in full force and effect for the duration of this Contract, and any extension thereof, at PCI's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

TYPE	AMOUNT
1. Workers Compensation Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General (Public) Liability Insurance to include coverage for the following: a. Premises/Operations b. Personal Injury c. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate or its equivalent in Umbrella or Excess Liability Coverage

d. Independent Contractor

3. Business Automobile Liability Combined Single Limit for Bodily Injury and Property
a. Owned/leased vehicles Damage of \$1,000,000 per occurrence
b. Non-owned vehicles
c. Hired vehicles
- 13.2 City agrees to provide evidence of self-insurance in liability amounts required under the Texas Tort Claims Act.

XIV. ACCESS TO RECORDS

- 14.1 PCI, City or any duly authorized representative of each shall have access to any records, data or other information directly related to or generated as a result of the services provided hereunder for the purpose of conducting audits or examination.

XV. RETENTION OF RECORDS

- 15.1 City agrees to maintain financial records of or concerning the services provided hereunder for a period of three (3) years from the date of termination of this agreement.
- 15.2 City agrees to maintain health records on PCI enrollees served hereunder until said person's twenty-first birthday.

XVI. CONFIDENTIAL INFORMATION

- 16.1 Both Parties agree to maintain confidentiality of client records in accordance with all City, State, and Federal laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA). City and PCI will enter into a HIPPA business associate agreement concerning transfer of client medical record information which is incorporated herein for all purposes as Attachment I
- 16.2 PCI shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable Federal and State laws, regulations, and rules. This provision shall not be construed as limiting the CITY's right of access to recipient case records or other information relating to clients served under this AGREEMENT.

XVII. SUBSTANTIAL INTEREST

- 17.1. PCI acknowledges that it is informed that Texas law prohibits contracts between City and any local public official such as a City officer or employee, and that the prohibition extends to any officer or employee of City boards and commissions and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity.
- 17.2. PCI certifies, and this agreement is made in reliance thereon, that neither it, its individual officers, employees or agents, nor any person having a substantial interest in this agreement is an officer or employee of the CITY or any of its agencies, boards or commissions.

XVIII. DEBARMENT

- 18.1. PCI certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program.
- 18.2. PCI shall provide immediate written notice to City, in accordance with Article XIX. Notice, if, at any time during the term of this contract, including any renewals hereof, PCI learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

XIX. NOTICES

- 19.1 For purposes of this agreement, all official communications and notices between the parties shall be deemed sufficient if in writing, mailed, certified mail, postage prepaid, to the addresses set forth below:

CITY

City of San Antonio
San Antonio Metropolitan Health District
332 W. Commerce, Suite 307
San Antonio, Texas 78205

and

City of San Antonio
City Clerk
P.O. Box 839966
San Antonio, Texas 78283-3966

PCI

Parent/Child Incorporated
Attention: Daniel M. Gonzales
P.O. Box 830407
San Antonio, Texas 78283-0407

XX. FULL AGREEMENT

- 20.1 This agreement is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written are merged and incorporated into this agreement, and no such oral or written understanding, agreements, promises, representations, terms or conditions not specifically set forth in this agreement shall be binding upon the parties.

XXI. AUTHORITY

- 21.1 The signers of this agreement, by placing their signature below, represent and warrant that they have full authority to execute this agreement on behalf of the respective party each represents.

XXII. SEVERABILITY

- 22.1. In case any one or more of the provisions contained this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XXIII. CAPTIONS

23.1 The captions contained in this agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this agreement.

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED ON THIS THE _____ DAY
OF _____, 2006 to be effective April 23, 2006.

CITY OF SAN ANTONIO

Frances A. Gonzalez
Assistant City Manager

Date

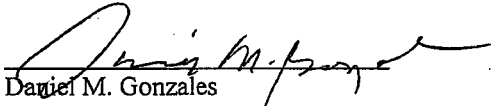
ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Michael D. Bernard
City Attorney

PARENT/CHILD INCORPORATED


Daniel M. Gonzales
Interim Chief Executive Officer

4/10/06
Date